

# EXHIBIT A

COPY  
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SEP 09 2015

SPOKANE COUNTY CLERK

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SPOKANE**

SM HILL FAMILY, LLC, a Washington limited liability company, and HILL AEROSYSTEMS, INC., a Washington corporation,

Plaintiffs,

vs.

UNITECH HOLDINGS, INC., an Oklahoma corporation; ACORN GROWTH COMPANIES, LC, an Oklahoma corporation; EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS, a Delaware limited liability; and JOHN DOE COMPANIES 1-99, the corporate affiliates of ACORN GROWTH COMPANIES, LC and EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS,

Defendants.

No.

**152036-17-8**

**COMPLAINT FOR DAMAGES**

The Plaintiffs by and through their undersigned counsel and for cause of action against the Defendants, allege, aver and state:

**I. THE PARTIES & THEIR RELATIONSHIPS TO ONE ANOTHER**

1.1 SM Hill Family, LLC (hereinafter "SM Hill") is a limited liability company organized under the laws of the State of Washington and doing business in the State of

1 Washington.

2 1.2 Hill Aerosystems, Inc. (hereinafter "Hill Aerosystems") is a corporation  
3 organized under the laws of the State of Washington and doing business in the State of  
4 Washington.

5 1.3 Unitech Holdings, Inc. (hereinafter "Unitech"), upon information and belief, is a  
6 corporation organized under the laws of the State of Oklahoma.

7 1.4 Acorn Growth Companies, LC (hereinafter "Acorn"), upon information and  
8 belief, is a corporation organized under the laws of the State of Oklahoma.

9 1.5 Edgewater Services, LLC d/b/a The Edgewater Funds (hereinafter "Edgewater"),  
10 upon information and belief, is a corporation organized under the laws of the State of Delaware.

11 1.6 John Doe Companies 1-99, upon information and belief, are affiliate and  
12 associate companies of Acorn and Edgewater (John Doe Companies 1-99, Acorn, and  
13 Edgewater are hereinafter collectively referred to as "the AGC Companies").

14 1.7 In December 2012, Unitech purchased 95% of Hill Aerosystems' stock; Stephen  
15 M. Hill and Lorimay Hill continued to own 5% of Hill Aerosystems' stock.

16 1.8 At all times relevant hereto Unitech was controlled by the AGC Companies.

17 1.9 On November 21, 2012, Stephen M. Hill and Lorimay Hill transferred ownership  
18 of the 5% interest in Hill Aerosystems into SM Hill as a capital contribution.

19 1.10 In September 2014, SM Hill purchased Unitech's 95% interest in Hill  
20 Aerosystems. That purchase was accomplished via a written Stock Purchase Agreement  
21 (hereinafter, the "Stock Purchase Agreement"), dated September 4, 2014.

22 1.11 As a result, Unitech/the AGC Companies controlled Hill Aerosystems from  
23 December 2012 to September 2014, and SM Hill controlled Hill Aerosystems from September  
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28

1 2014 forward.

2 **II. JURISDICTION & VENUE**

3 2.1 As provided in the Stock Purchase Agreement, the Spokane County Superior  
4 Court enjoys subject matter jurisdiction over this controversy.

5 2.2 As provided in the Stock Purchase Agreement, the Spokane County Superior  
6 Court enjoys personal jurisdiction over the Defendants

7 2.3 As provided in the Stock Purchase Agreement, venue properly lies within the  
8 Spokane County Superior Court.  
9

10 **III. FACTS**

11 3.1 The Plaintiffs reassert and reallege each and every allegation and averment made  
12 above as though fully set forth herein.  
13

14 **A. SM HILL AND UNITECH ENTERED INTO THE STOCK PURCHASE AGREEMENT AND A**  
15 **RELATED LETTER AGREEMENT**

16 3.2 On or about September 4, 2014, Unitech and SM Hill executed the Stock  
17 Purchase Agreement, whereby SM Hill became the sole owner of Hill Aerosystems.

18 3.3 Prior to September 4, 2014, Unitech and SM Hill participated in a due diligence  
19 process, whereby Unitech and the AGC Companies were obligated to disclose all material  
20 aspects of the business and all material issues related to the business.  
21

22 3.4 In the Stock Purchase Agreement, Unitech covenanted that the financial  
23 statements were "accurate and presented fairly in all material respects the financial condition  
24 and results of operations and cash flows" of Hill Aerosystems.

25 3.5 The Stock Purchase Agreement also contained a warranty, by Unitech, that there  
26 were no undisclosed liabilities – with certain qualifications.  
27

28 **B. UNITECH BREACHED ITS OBLIGATIONS UNDER THE LETTER AGREEMENT.**

1           3.6     At the same time as the Stock Purchase Agreement, Unitech and SM Hill  
2     executed a "Letter Agreement" that served as an amendment to the Stock Purchase Agreement.

3           3.7     Prior to the Letter Agreement's entry, Hurricane Electronics of Florida  
4     (hereinafter "Hurricane") asserted a claim against Hill Aerosystems for \$40,339.98 (hereinafter,  
5     the "Hurricane Claim").  
6

7           3.8     The Letter Agreement addressed both how the Hurricane Claim would be  
8     resolved and how the costs of resolving said claim would be paid.

9           3.9     Specifically, the Letter Agreement placed responsibility for negotiating a  
10    resolution of the Hurricane Claim with SM Hill, and the Letter Agreement provided that  
11    Unitech would pay any costs associated with resolving the Hurricane Claim – up to a maximum  
12    of \$40,000.  
13

14          3.10    However, the Letter Agreement required SM Hill to obtain Unitech's consent  
15    prior to settling or compromising the Hurricane Claim, and the Letter Agreement obliged  
16    Unitech to act reasonably in providing consent.  
17

18          3.11    Pursuant to the Letter Agreement, SM Hill investigated the Hurricane Claim and  
19    determined that, while there were potential defenses to the Hurricane Claim, disputing or  
20    litigating the issues would consume greater resources than simply paying the Hurricane Claim.

21          3.12    In accord with the Letter Agreement, SM Hill notified Unitech of its intent to  
22    pay the full amount of the Hurricane Claim. Unitech, however, has refused to consent to the  
23    resolution of the Hurricane Claim.  
24

25          3.13    On or about October 20, 2014, in accord with the Stock Purchase Agreement's  
26    notice provisions, SM Hill gave Unitech notice that a claim was being asserted for Unitech's  
27    refusal to consent to the reasonable resolution of the Hurricane Claim.  
28

1           3.14    The same notice provisions (from the Stock Purchase Agreement) provided that  
2   Unitech's failure to respond to a claim within 30 days would result in the claim being  
3   acknowledged and irrevocably deemed valid.

4           3.15    Unitech never responded to SM Hill's notice of claim with respect to the  
5   Hurricane Claim.  
6

7   **C.    AFTER THE STOCK PURCHASE TRANSACTION CLOSED, CERTAIN ACCOUNTS PAYABLE**  
8   **CAME TO LIGHT.**

9           3.16    Under the Stock Purchase Agreement, Unitech warranted to SM Hill that Hill  
10   Aerosystems had no existing liabilities, other than those that were identified in the Stock  
11   Purchase Agreement itself or in the company's financial records.

12          3.17    The Stock Purchase Agreement also contained a mechanism whereby SM Hill  
13   could assert a claim for Unitech to indemnify against any such undisclosed liabilities. That  
14   mechanism required SM Hill to raise the issue via a written notice of claim. Thereafter, Unitech  
15   had 30 days to either acknowledge or deny the claim. In the event that Unitech failed to  
16   respond to a notice of claim within the 30 day period, the claim was conclusively deemed valid  
17   and accepted.  
18

19          3.18    After the Stock Purchase Agreement closed, SM Hill identified approximately  
20   \$102,000 in undisclosed accounts payable by Hill Aerosystems to various third parties  
21   (hereinafter, the "Undisclosed Accounts Payable"). The Undisclosed Accounts Payable  
22   included:  
23

24               3.19.1    \$983.19 to Wesco Aircraft by invoice numbers 7597593, 7639705,  
25   7648952, 7686837, 7691855, and 7753668;  
26

27               3.19.2    \$1,039.64 to Avio-Diepen by invoice number 544897;

28               3.19.3    \$175.00 to MAPSCO by invoice number 554916;



3.19.4 \$1,830.63 to Omax by invoice number 183629;

3.19.5 \$208.20 to Fastenal by invoice numbers WAENU38363 and

WAENU38347;

3.19.6 \$1,170.48 to National Precision by invoice number;

3.19.7 \$19,452.21 to National Precision by invoice numbers 549850-03 and

549850-04;

3.19.8 \$1,528.96 to Arrow Lumber by invoice number 181312;

3.19.9 \$2,603.36 to Sedgwick Claims Management Services by invoice number

23194; and

3.19.10 \$74,000 to Hurricane by Purchase Order number 0407101.

3.19 The Undisclosed Accounts Payable were obligations of Hill Aerosystems, and they had to be paid. Hill Aerosystems and SM Hill paid the Undisclosed Accounts Payable.

3.20 Pursuant to the Stock Purchase Agreement, on or about June 23, 2015, SM Hill gave Unitech written notice of a claim for indemnification with respect to the Undisclosed Accounts Payable.

**D. AFTER THE STOCK PURCHASE TRANSACTION CLOSED, THE BOEING COMPANY RETURNED PRODUCTS FOR REWORK.**

3.21 Following the stock purchase transaction's closing, The Boeing Company (hereinafter "Boeing") returned certain products to Hill Aerosystems for rework, due to manufacturing defects (the "Boeing Rework").

3.22 Those products were shipped to Boeing by Hill Aerosystems prior to the stock purchase transaction's closing date.

3.23 Hill Aerosystems corrected the manufacturing defects and as a result, incurred damages in the approximate amount of \$6,500 relating to the Boeing Rework.

1           3.24 Pursuant to the Stock Purchase Agreement, on or about June 23, 2015, SM Hill  
2 gave Unitech written notice of a claim for indemnification with respect to the Boeing Rework.

3 **E. AFTER THE STOCK PURCHASE TRANSACTION CLOSED, UNPAID EMPLOYEE COSTS**  
4 **CAME TO LIGHT.**

5           3.25 As part of the stock purchase transaction, certain employees of Hill Aerosystems  
6 were to be terminated prior to or at closing and Unitech was to pay all costs and expenses  
7 associated with those terminations, including all wages, accrued vacation, and severance  
8 expenses (hereinafter "Employee Termination Costs").  
9

10           3.26 At closing, Unitech refused to pay approximately \$73,000 in Employee  
11 Termination Costs.

12           3.27 The Employee Termination Costs were obligations of Hill Aerosystems, and they  
13 had to be paid. Hill Aerosystems and SM Hill paid the Employee Termination Costs.  
14

15           3.28 Pursuant to the Stock Purchase Agreement, on or about February 27, 2015, SM  
16 Hill gave Unitech notice of a claim for indemnification with respect to the Employee  
17 Termination Costs. Unitech never responded to the notice of claim relating to the Employee  
18 Termination Costs.  
19

20 **F. AFTER THE STOCK PURCHASE TRANSACTION CLOSED A CLAIM OF SETOFF BY THE**  
21 **BOEING COMPANY CAME TO LIGHT.**

22           3.29 On or about June 10, 2014 (at which time Unitech/the AGC Companies  
23 controlled Hill Aerosystems), Boeing sent Hill Aerosystems a letter noting certain deficiencies  
24 with respect to in Hill Aerosystem's performance of contractual obligations to Boeing  
25 (hereinafter, the "June 2014 Notice").

26           3.30 Unitech did not disclose the June 2014 Notice to SM Hill during the stock  
27 purchase transaction or during the prior due diligence process.  
28



1           3.31   On or about December 30, 2014 (after the Stock Purchase Transaction closed)  
2 Boeing sent Hill Aerosystems a letter indicating that Boeing was setting off future payments to  
3 Hill Aerosystems, due to the deficiencies identified in the June 2014 Notice. Boeing asserted a  
4 setoff right in the amount of approximately \$46,000 (hereinafter, the "Boeing Setoff Claim").

5           3.32   Pursuant to the Stock Purchase Agreement, on or about January 16, 2015, SM  
6 Hill gave Unitech notice of a claim for indemnification with respect to the Boeing Setoff Claim.  
7 Unitech did not respond to the notice of claim within the required 30-day period.

8           3.33   Having received no response from Unitech, SM Hill endeavored to negotiate a  
9 resolution with Boeing. SM Hill was successful in resolving Boeing's claim. Specifically,  
10 Boeing reduced its setoff claim to \$22,800.30.  
11

12           3.34   On or about June 23, 2015, SM Hill informed Unitech that the Boeing Setoff  
13 Claim was reduced to \$22,800.30 and demanded payment. To date, Unitech has not satisfied  
14 the Boeing Setoff Claim.  
15

16 **G.   AFTER THE STOCK PURCHASE TRANSACTION CLOSED A MAJOR DEFICIENCY IN**  
17 **UNITECH'S FINANCIAL DISCLOSURES CAME TO LIGHT.**

18           3.35   Boeing placed an order for certain aerospace parts (known as trunnions) in May  
19 2012 (at which time Unitech/the AGC Companies controlled Hill Aerosystems). The order was  
20 very significant. The contract price was approximately \$2 million. Direct manufacturing  
21 expenses were estimated at approximately \$1.35 million, leaving a projected gross profit of  
22 nearly \$600,000.  
23

24           3.36   The Boeing contract specifications were exacting because many lives depend  
25 upon the quality and exactness of aerospace parts.  
26

27           3.37   Manufacture of the trunnions began under Unitech/the AGC Companies'  
28 ownership and control of Hill Aerosystems.

1           3.38 Tim Drake was hired, as a Hill Aerosystems employee and was tasked with  
2 being the quality manager for the Boeing trunnion project, which included conducting an  
3 analysis of the trunnions and the manufacturing specifications. In that process, he determined  
4 that the parts (as manufactured) did not conform to the Boeing contract specifications.

5           3.39 Mr. Drake reported the nonconformity to Ron Beigh, the general manager for  
6 Hill Aerosystems. Mr. Drake stressed the need to use certain computerized measuring devices  
7 to ensure conformity to the contract. Unitech/the AGC Companies, however, refused to allocate  
8 the monies necessary to use that measuring equipment. Mr. Drake also stressed the near  
9 inevitability of Boeing rejecting the nonconforming parts.  
10

11           3.40 Mr. Beigh and another manager for the AGC Companies, named Rick  
12 Armstrong, instructed Mr. Drake to continue manufacturing the parts despite the nonconformity  
13 to the Boeing contract and despite the potential for rejection by Boeing.  
14

15           3.41 Mr. Drake was also instructed by Unitech/the AGC Companies not to discuss  
16 this nonconformity via email; as a result, it was not discoverable during SM Hill's diligence  
17 process.  
18

19           3.42 Despite Unitech and the AGC Companies being aware that the parts did not  
20 conform to the contract, Hill Aerosystems's financial records recorded the entire Boeing  
21 trunnion order as a work in progress asset. There was no reduction in value to reflect the  
22 potential for rejection by Boeing. There was no notation of the non-conformity.  
23

24           3.43 During the due diligence process, no representative of Unitech or the AGC  
25 Companies disclosed the nonconformity issue to SM Hill. No notation was made in any due  
26 diligence document to reflect the nonconformity or the potential for rejection by Boeing.  
27

28           3.44 After the stock purchase transaction closed, SM Hill became aware of the

1 nonconformity, and SM Hill became aware that Mr. Drake had brought the nonconformity to  
2 the attention of Unitech and the AGC Companies management, at a point in time when  
3 reasonable mitigation was possible.

4       3.45 After the stock purchase transaction closed SM Hill and Hill Aerosystems were  
5 faced with a contractual obligation to Boeing and nonconforming parts. SM Hill and Hill  
6 Aerosystems made attempts to salvage the transaction. SM Hill and Hill Aerosystems invested  
7 approximately \$350,000 to rework the parts so that they might be acceptable to Boeing – albeit  
8 with engineering exceptions.  
9

10       3.46 As of the filing of this complaint, Boeing has not yet made a final determination  
11 regarding whether the parts will be acceptable, though Boeing has indicated that the order will  
12 likely be cancelled. Therefore, the amount of SM Hill's and Hill Aerosystems's loss related to  
13 the Boeing trunnion issue remains in flux.  
14

15       3.47 Pursuant to the Stock Purchase Agreement, on or about July 22, 2015, SM Hill  
16 gave Unitech and the AGC Companies notice of a claim with respect to the losses and damages  
17 resulting from the Boeing trunnion transaction and issues (hereinafter, the "Boeing Trunnion  
18 Claim").  
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**IV. FIRST CAUSE OF ACTION**

*Confirmation of Award Pursuant to RCW Ch. 7.04A*

4.1 The Plaintiffs reassert and reallege each and every allegation and averment made above as though fully set forth herein.

4.2 The Stock Purchase Agreement contains a contractually agreed upon dispute resolution provision – namely, the "Claim Notices" provisions contained in Paragraph 8.4 of the Stock Purchase Agreement.

4.3 Those Claim Notices provisions are valid and binding dispute resolution provisions pursuant to RCW Ch. 7.04A.

4.4 Pursuant to those Claim Notice provisions, a claim is "deemed to have acknowledged" and the party to whom it is directed is deemed to have "agreed to pay" the claim if no response is made within 30 days of a notice's receipt.

4.5 Pursuant to RCW Ch. 7.04A, the outcome of a contractually agreed upon dispute resolution mechanism, like the Claim Notice provisions, cannot be challenged or overturned except under extraordinary circumstances that do not apply in this case.

4.6 Pursuant to RCW Ch. 7.04A, the Court's role is limited to confirming and enforcing the outcome of contractually agreed upon dispute resolution mechanisms.

4.7 SM Hill and Hill Aerosystems sent timely Claim Notices, in accord with Paragraph 8.4 of the Stock Purchase Agreement, with respect to:

4.7.1 The Hurricane Claim;

4.7.2 The Employee Termination Costs; and

4.7.3 The Boeing Setoff Claim.

4.8 Unitech did not respond to those Claim Notices within the requisite 30-day period.

1           4.9     Pursuant to the Stock Purchase Agreement, those Claim Notices are deemed to  
2 have been acknowledged and Unitech has agreed to pay those Claim Notices.

3           4.10    The Court, should, therefore confirm those Claim Notices and enter judgment  
4 against Unitech with respect to those Claim Notices.

5  
6                           **V. SECOND CAUSE OF ACTION**  
                          *Breach of Contract: The Letter Agreement*

7           5.1     The Plaintiffs reassert and reallege each and every allegation and averment made  
8 above as though fully set forth herein.

9  
10          5.2     The Letter Agreement is a valid and legally binding contract.

11          5.3     The Letter Agreement obliged Unitech to indemnify SM Hill and Hill  
12 Aerosystems against the Hurricane Claim, in any amount up to \$40,000.

13          5.4     SM Hill and Hill Aerosystems performed all obligations under the Letter  
14 Agreement.

15  
16          5.5     By refusing its consent to settle the Hurricane claim and by refusing to  
17 indemnify the Plaintiffs with respect to the Hurricane Claim, Unitech has breached its  
18 obligations under the Letter Agreement.

19          5.6     Unitech's breach of the Letter Agreement caused monetary damages to the  
20 Plaintiffs in an amount to be proven at trial.

21  
22                           **VI. THIRD CAUSE OF ACTION**  
                          *Breach of Contract: The Stock Purchase Agreement*

23  
24          6.1     The Plaintiffs reassert and reallege each and every allegation and averment made  
25 above as though fully set forth herein.

26          6.2     The Stock Purchase Agreement is a valid and legally binding contract.



1           6.3     The Stock Purchase Agreement obliged Unitech to indemnify SM Hill and Hill  
2     Aerosystems against the Hurricane Claim, Undisclosed Accounts Payable, the Boeing Rework,  
3     the Employee Termination Costs, and the Boeing Setoff Claim.

4           6.4     SM Hill and Hill Aerosystems performed all their obligations under the Stock  
5     Purchase Agreement.

6  
7           6.5     By refusing to indemnify the Plaintiffs with respect to the Hurricane Claim,  
8     Undisclosed Accounts Payable, the Boeing Rework, the Employee Termination Costs, and the  
9     Boeing Setoff Claim, Unitech has breached its obligations under the Stock Purchase Agreement.

10          6.6     Unitech's breach of the Stock Purchase Agreement caused monetary damages to  
11     the Plaintiffs in an amount to be proven at trial.  
12

13                   **VII. FOURTH CAUSE OF ACTION**  
14                   *Breach of Contract: The Boeing Trunnion Claim*

15          7.1     The Plaintiffs reassert and reallege each and every allegation and averment made  
16     above as though fully set forth herein.

17          7.2     The Stock Purchase Agreement is a valid and legally binding contract.

18          7.3     The Stock Purchase Agreement obliged Unitech to indemnify SM Hill and Hill  
19     Aerosystems against the Boeing Trunnion Claim.

20          7.4     SM Hill and Hill Aerosystems performed all their obligations under the Stock  
21     Purchase Agreement.  
22

23          7.5     By refusing to indemnify the Plaintiffs with respect to the Boeing Trunnion  
24     Claim, Unitech has breached its obligations under the Stock Purchase Agreement.

25          7.6     Unitech's breach of the Stock Purchase Agreement caused monetary damages to  
26     the Plaintiffs in an amount to be proven at trial.  
27  
28



**VIII. FIFTH CAUSE OF ACTION**

*Fraud & Misrepresentation*

8.1 The Plaintiffs reassert and reallege each and every allegation and averment made above as though fully set forth herein.

8.2 Unitech and the AGC Companies, by and through Hill Aerosystems' financial records, represented that Boeing's trunnion order was a valuable corporate asset.

8.3 By failing to include any notation regarding the trunnions' nonconformity to the Boeing contract specifications, Unitech and the AGC Companies represented that there were no known problems or issues with Boeing's trunnion order.

8.4 Boeing's trunnion order was a significant order for Hill Aerosystems, and the financial representations regarding that transaction were material to SM Hill's purchase of Hill Aerosystems.

8.5 The financial statements provided by Unitech and the AGC Companies were false and inaccurate in not including any notation regarding the known manufacturing nonconformity with respect to Boeing's trunnion order.

8.6 Unitech and the AGC Companies knew or should have known that the disclosures made to SM Hill were materially false with respect to Boeing's trunnion order.

8.7 Unitech and the AGC Companies knew and intended SM Hill to rely and act upon the financial disclosures, including the disclosures with respect to Boeing's trunnion order, in deciding whether to purchase Hill Aerosystems.

8.8 SM Hill was unaware that the financial disclosures made by Unitech and the AGC Companies were inaccurate and untrue.

8.9 SM Hill relied upon the truth and accuracy of the financial disclosures made by Unitech and the AGC Companies.

1 8.10 SM Hill had a right to rely upon and did reasonably rely upon the truth and  
2 accuracy of the financial disclosures made by Unitech and the AGC Companies.

3 8.11 SM Hill suffered damages, in an amount to be proven at trial, by the false and  
4 untrue financial disclosures, made with respect to the Boeing trunnion order, by Unitech and the  
5 AGC Companies.  
6

7 **IX. PRAYER FOR RELIEF**

8 WHEREFORE, the Plaintiffs pray for relief as follows:

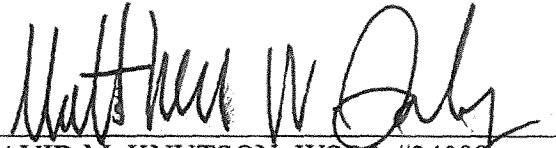
9 9.1 For money damages in an amount to be proven at trial;

10 9.2 For the Plaintiffs' costs and attorneys' fees, as permitted under Section 9.18 of the  
11 Stock Purchase Agreement and as permitted by statute, by rule, or otherwise; and  
12

13 9.3 For such other relief as the Court deems just and equitable under the premises.  
14


15 RESPECTFULLY SUBMITTED, this 1st day of September, 2015.  
16

17 **WITHERSPOON • KELLEY**

18   
19 \_\_\_\_\_  
20 DAVID M. KNUTSON, WSBA #24099  
21 SHELLEY N. RIPLEY, WSBA #28901  
22 MATTHEW W. DALEY, WSBA #36711  
23 Counsel for the Plaintiffs  
24  
25  
26  
27  
28

(Copy Receipt)

Clerk's Date Stamp

 <p style="text-align: center;"><b>SUPERIOR COURT OF WASHINGTON COUNTY OF SPOKANE</b></p>	<p><b>JUDGE JAMES M. TRIPLET 99</b></p>
<p>SM HILL FAMILY</p>	<p><b>CASE NO. 2015-02-03617-8</b></p>
<p><b>Plaintiff(s)/Petitioner(s),</b></p>	<p><b>CASE ASSIGNMENT NOTICE AND ORDER (NTAS)</b></p>
<p><b>vs.</b></p>	<p><b>CASE STATUS CONFERENCE DATE: DECEMBER 4, 2015 AT 8:30 AM</b></p>
<p><b>Defendant(s)/Respondent(s).</b></p>	

**ORDER**

YOU ARE HEREBY NOTIFIED that this case is preassigned for all further proceedings to the judge noted above. **You are required to attend a Case Status Conference before your assigned judge on the date also noted above. The Joint Case Status Report must be completed and brought to the Status Conference. A Case Schedule Order, with the trial date, will be issued at the Status Conference.**

Under the individual calendar system, the court will operate on a four-day trial week. Trials will commence on Monday, Tuesday, Wednesday or Thursday. Motion Calendars are held on Friday. All motions, other than ex parte motions, must be scheduled with the assigned judge. Counsel must contact the assigned court to schedule motions and working copies of all motion pleadings must be provided to the assigned court at the time of filing with the Clerk of Court. Pursuant to LCR 40 (b) (10), motions must be confirmed no later than 12:00 noon two days before the hearing by notifying the judicial assistant for the assigned judge.

Please contact the assigned court to schedule matters regarding this case. You may contact the assigned court by phone, court department e-mail or through the Spokane County Superior Court web page at **<http://www.spokanecounty.org/superiorcourt>**

DATED: 09/02/2015



SALVATORE F. COZZA  
PRESIDING JUDGE

**NOTICE: The plaintiff shall serve a copy of the Case Assignment Notice on the defendant(s).**

# GROUP EXHIBIT B

COPY  
ORIGINAL FILED

SEP 03 2015

SPOKANE COUNTY CLERK

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SPOKANE**

SM HILL FAMILY, LLC, a Washington limited liability company, and HILL AEROSYSTEMS, INC., a Washington corporation,

Plaintiffs,

vs.

UNITECH HOLDINGS, INC., an Oklahoma corporation; ACORN GROWTH COMPANIES, LC, an Oklahoma corporation; EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS, a Delaware limited liability; and JOHN DOE COMPANIES 1-99, the corporate affiliates of ACORN GROWTH COMPANIES, LC and EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS,

Defendants.

No. **152036 17-8**

SUMMONS

**TO: UNITECH HOLDINGS, INC., an Oklahoma corporation**

A lawsuit has been started against you in the above-entitled Court by SM Hill Family, LLC, a Washington limited liability company and Hill Aerosystems, Inc., a Washington corporation, Plaintiffs. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons.

SUMMONS: 1

**WITHERSPOON · KELLEY**  
422 WEST RIVERSIDE AVENUE, SUITE 1100  
SPOKANE, WASHINGTON 99201-0302  
(509) 624-5265

26

1 In order to defend against this lawsuit, you must respond to the complaint by stating  
2 your defense in writing, and by serving a copy upon the person signing this summons within 20  
3 days after the service of this summons, or 60 days if you are served outside the State of  
4 Washington, excluding the day of service, or a default judgment may be entered against you  
5 without notice. A default judgment is one where Plaintiff is entitled to what he asks for because  
6 you have not responded. If you serve a notice of appearance on the undersigned person, you  
7 are entitled to notice before a default judgment may be entered.  
8

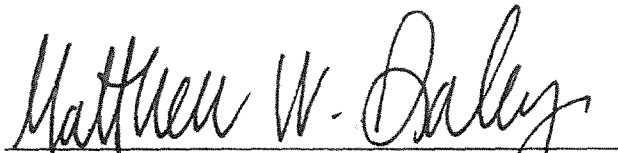
9 You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the  
10 demand must be in writing and must be served upon the person signing this summons. Within  
11 14 days after you serve the demand, the Plaintiff must file this lawsuit with the Court, or the  
12 service on you of this summons and complaint will be void.  
13

14 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
15 so that your written response, if any, may be served on time.  
16

17 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
18 of Washington.

19 DATED, this 2nd day September, 2015.  
20

21 **WITHERSPOON • KELLEY**

22   
23

24 DAVID M. KNUTSON, WSBA #24099  
25 SHELLEY N. RIPLEY, WSBA #28901  
26 MATTHEW W. DALEY, WSBA #36711  
27 Counsel for the Plaintiffs  
28



COPY  
ORIGINAL FILED

SEP 02 2015

SPOKANE COUNTY CLERK

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SPOKANE**

SM HILL FAMILY, LLC, a Washington limited liability company, and HILL AEROSYSTEMS, INC., a Washington corporation,

Plaintiffs,

vs.

UNITECH HOLDINGS, INC., an Oklahoma corporation; ACORN GROWTH COMPANIES, LC, an Oklahoma corporation; EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS, a Delaware limited liability; and JOHN DOE COMPANIES 1-99, the corporate affiliates of ACORN GROWTH COMPANIES, LC and EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS,

Defendants.

No.

**152036 17-8**

SUMMONS

**TO: ACORN GROWTH COMPANIES, LC, an Oklahoma corporation**

A lawsuit has been started against you in the above-entitled Court by SM Hill Family, LLC, a Washington limited liability company and Hill Aerosystems, Inc., a Washington corporation, Plaintiffs. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons.

SUMMONS: 1

**WITHERSPOON • KELLEY**

422 WEST RIVERSIDE AVENUE, SUITE 1100  
SPOKANE, WASHINGTON 99201-0302  
(509) 624-5265

28

1 In order to defend against this lawsuit, you must respond to the complaint by stating  
2 your defense in writing, and by serving a copy upon the person signing this summons within 20  
3 days after the service of this summons, or 60 days if you are served outside the State of  
4 Washington, excluding the day of service, or a default judgment may be entered against you  
5 without notice. A default judgment is one where Plaintiff is entitled to what he asks for because  
6 you have not responded. If you serve a notice of appearance on the undersigned person, you  
7 are entitled to notice before a default judgment may be entered.  
8

9 You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the  
10 demand must be in writing and must be served upon the person signing this summons. Within  
11 14 days after you serve the demand, the Plaintiff must file this lawsuit with the Court, or the  
12 service on you of this summons and complaint will be void.  
13

14 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
15 so that your written response, if any, may be served on time.  
16

17 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
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19 DATED, this 2nd day September, 2015.  
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24 SHELLEY N. RIPLEY, WSBA #28901  
25 MATTHEW W. DALEY, WSBA #36711  
26 Counsel for the Plaintiffs  
27  
28

COPY  
ORIGINAL FILED

SEP 15 2015

SPOKANE COUNTY CLERK

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SPOKANE**

SM HILL FAMILY, LLC, a Washington limited liability company, and HILL AEROSYSTEMS, INC., a Washington corporation,

Plaintiffs,

vs.

UNITECH HOLDINGS, INC., an Oklahoma corporation; ACORN GROWTH COMPANIES, LC, an Oklahoma corporation; EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS, a Delaware limited liability; and JOHN DOE COMPANIES 1-99, the corporate affiliates of ACORN GROWTH COMPANIES, LC and EDGEWATER SERVICES, LLC d/b/a THE EDGEWATER FUNDS,

Defendants.

No.

**152036 17-8**

SUMMONS

**TO: EDGEWATER SERVICES, LLC. d/b/a THE EDGEWATER FUNDS**

A lawsuit has been started against you in the above-entitled Court by SM Hill Family, LLC, a Washington limited liability company and Hill Aerosystems, Inc., a Washington corporation, Plaintiffs. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons.

SUMMONS: 1

**WITHERSPOON • KELLEY**

422 WEST RIVERSIDE AVENUE, SUITE 1100  
SPOKANE, WASHINGTON 99201-0302  
(509) 624-5265

30

1 In order to defend against this lawsuit, you must respond to the complaint by stating  
 2 your defense in writing, and by serving a copy upon the person signing this summons within 20  
 3 days after the service of this summons, or 60 days if you are served outside the State of  
 4 Washington, excluding the day of service, or a default judgment may be entered against you  
 5 without notice. A default judgment is one where Plaintiff is entitled to what he asks for because  
 6 you have not responded. If you serve a notice of appearance on the undersigned person, you  
 7 are entitled to notice before a default judgment may be entered.  
 8

9 You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the  
 10 demand must be in writing and must be served upon the person signing this summons. Within  
 11 14 days after you serve the demand, the Plaintiff must file this lawsuit with the Court, or the  
 12 service on you of this summons and complaint will be void.  
 13

14 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
 15 so that your written response, if any, may be served on time.  
 16

17 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
 18 of Washington.

19 DATED, this 2nd day September, 2015.

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 25 SHELLEY N. RIPLEY, WSBA #28901  
 26 MATTHEW W. DALEY, WSBA #36711  
 27 Counsel for the Plaintiffs  
 28